

21. ELECTRONIC FUNDS TRANSFERS. You may use your Card and PIN described above to make electronic fund transfers (EFTs) offered by the credit union. The term EFT means electronically initiated transfers of money involving your account. You may make cash advances and balance inquiries at ATMs that display the Visa Logo and such other machines or facilities we may designate.

22. DOCUMENTATION. A receipt will be available at the time you make any transaction at an ATM. All payments and deposits are subject to later verification by us. You will also get a monthly account statement unless there is no transaction in a particular month. In any case, you will get a statement at least quarterly.

23. OUR LIABILITY FOR IMPROPER TRANSACTIONS. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on a line of credit account, if any.
 - If the ATM was not working properly and you knew about the breakdown when you started the transaction.
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- If the ATM where you are making the transfer does not have enough cash.
 - If the circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
 - If we have a hold on your Account as a result of a court order, garnishment, delinquent loan, uncollected funds, or any other reason.
 - Where our liability is otherwise limited by regulation or agreement.

24. INFORMATION TO THIRD PARTIES. We will disclose information to third parties about your Account or the ATM transactions you make:

- Where it is necessary for completing transactions you request.
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
- In order to comply with governmental agency or court orders.
- If you give us written permission.

25. BUSINESS DAYS. For the purpose of any notice to us under this Agreement, our business days are Monday through Friday, except Federal holidays.

26. LIABILITY FOR UNAUTHORIZED ATM DEPOSIT ACCOUNT TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING. Tell us AT ONCE if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line-of-credit, if any. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address disclosed above.

27. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ATM TRANSACTIONS. Phone us at (541) 686-8000 or (800) 445-4483 or write to us at SELCO Community Credit Union, PO Box 7487, Springfield, OR 97475, if you think your account statement or ATM receipt is wrong, or if you need more information about an ATM transaction listed on your statement or receipt. We must

hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your Account. For transactions initiated outside the US, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) days, unless otherwise required by law, to investigate your complaint or question. If we determine there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

28. ACKNOWLEDGMENT. You understand and agree to the terms and conditions in this Agreement, and the Fair Credit Billing Notice. (See Signature Authorization Section on Application.) You acknowledge that you have received a copy of this Agreement and Disclosure and conditions, subject to applicable laws, of this Agreement at any time.

29. AMENDMENTS OF YOUR AGREEMENT. We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. If we change a non-variable periodic rate, existing balances will not be impacted unless you are more than 60 days late with a payment. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your account and may ask you to return all credit devices as a condition of your rejection. Your REQUIRED MINIMUM MONTHLY PAYMENT may either be 4% of your outstanding balance, a payment amortized over a five year period, or terms outlined in paragraph 7 of this agreement. We may replace your card with another at any time. The reasons we may change the terms of this Agreement may be based on your risk profile of your payment patterns, transaction patterns, balance patterns, and credit bureau information we receive. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs.

**IF YOUR CARD IS LOST OR STOLEN,
PLEASE CALL 800-445-4483 DURING BUSINESS HOURS,
CALL 866-262-9488 AFTER HOURS.**

black & pms 288



800-445-4483
selco.org

Visa Department
PO Box 7487 / Springfield, OR 97475-04878

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MEMBERS COPY

Account Agreement and Disclosure for SELCO Visa Credit Cards

1. INTRODUCTION. This agreement covers your Visa Credit Card Account issued by SELCO Community Credit Union ("Lender"). In this Agreement the words "you," "your," "yours," "applicant," and "borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Lender" mean SELCO Community Credit Union. The word "Card" means any one or more credit cards issued under this Account. **If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.**

2. LOAN CHECKS. If we approve, you may obtain advances under your account by writing preprinted loan checks that we supply to you. Your use of a loan check will be treated as a cash advance with finance charges accruing from the date the check is posted to your account, and will be shown as a cash advance on your monthly statement. We may not honor your loan check if it is postdated, if payment of the check will exceed your credit limit, if it is signed by a person without authorized access, if the amount of the check is less than the minimum required amount, if your account is delinquent, bankrupt, charged-off, or has been terminated or suspended, or if any checks have been reported lost or stolen. You may stop payment on a loan check if you provide us with the exact information describing the check. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for loan check printing and charges for stop payment requests, returned items, check copies, and other fees or costs we incur in handling your loan checks. Our liability for a wrongful dishonor is limited to your actual losses; however, a dishonor for the reasons stated above is not a wrongful dishonor.

3. PURCHASES AND CASH ADVANCES. (a) You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services or products and make cash advances. You may use your Account to get a cash advance from us or by using your Card and PIN at an ATM or with a merchant to get cash. You may also use your Card to get cash advances from participating financial institutions and to make electronic funds transfers as described herein. (b) You may not use your Account or any access device for any unlawful or illegal transaction, such as unlawful internet gambling, which is prohibited under the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA). SELCO may refuse to honor any transaction that it believes may be illegal or unlawful. (c) You authorize the credit union to make cash advances in order to pay insufficient funds and overdraft fees to your share draft/checking account. Advances to pay insufficient funds and overdraft fees will be treated as cash advances. (Refer to Section 10.a. Cash Advances)

4. YOU PROMISE TO PAY. You promise to pay us all such amounts, plus any **FINANCE CHARGES**, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us by direct payment.

5. CREDIT LINE. If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount which will be the credit line under your Account. We will advise you of the amount of your credit line. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your credit line. However, if you temporarily exceed your credit line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your credit line. We retain the right to increase

or decrease your credit line at any time for any reason. Any increase or reduction on the limit of your credit line will be shown on your monthly statement or by separate notice together with any charges in the applicable MINIMUM MONTHLY PAYMENTS. Your eligibility for this credit line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your credit line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability there under shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

6. MINIMUM MONTHLY PAYMENT. You agree that you will pay each month not less than the MINIMUM MONTHLY PAYMENT on or before the scheduled monthly due date. MINIMUM MONTHLY PAYMENTS include all amounts past due, over limit, and the minimum regular payment. The minimum regular payment on the Visa is 2% of your outstanding balance (“New Balance”) or \$25, whichever is greater. If your outstanding balance is \$25 or less, you agree to pay the balance in full.

7. PAYMENTS. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, and money orders marked “payment in full,” without prejudice to our rights under this Agreement, which are hereby explicitly reserved. The “New Balance” shown on your account statement may include amounts subject to different periodic rates. Payments will be applied first to accrued **FINANCE CHARGES**, overlimit amount, purchases, and the remainder, if any, to the cash advances. Payments will be applied to the highest Annual Percentage Rate (APR) balances before balances with lower APRs. The Account Balance shown on your account statement may include amounts subject to different periodic rates. In all cases, we will apply payments and credits in accordance with applicable law. The sooner you pay the Account balance, the less you will pay in **FINANCE CHARGES**.

8. SECURITY INTEREST. To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods which have not been paid for through application of your payments in the manner described in this agreement. Except for Real Estate loans, collateral securing other loans with the Credit Union may also be used to secure this Account. You also pledge all of the present and future shares and any earnings thereon as security for obligations under your Account.

9. MONTHLY STATEMENTS. Each month we will send you a statement showing purchases, cash advances, payments, and credits made to your Account during the billing cycle, as well as your “New Balance,” any **FINANCE CHARGE** and other charges. Your statement also will identify the MINIMUM MONTHLY PAYMENT you must make for that billing period and the date it is due. You agree to retain, for statement verification, copies of transaction receipts resulting from each purchase, each advance, and other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

10. CIRCUMSTANCES UNDER WHICH A FINANCE CHARGE WILL BE IMPOSED. The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any **FINANCE CHARGE**, will be shown on the Periodic Statement for that billing cycle as the “New Balance.”

- a. **Cash Advances.** A **FINANCE CHARGE** will be imposed on cash advances from the date each cash advance is made. There is no time period within which to pay to avoid a periodic **FINANCE CHARGE** on cash advances. Transactions at an ATM, using your Card and PIN to obtain cash from a merchant and Loan checks drawn on your Visa account will be treated as cash advances. **FINANCE CHARGES** will accrue from the date of the transaction or when the check is posted to your account.
- b. **Purchases.** A **FINANCE CHARGE** will be imposed on the unpaid portion of purchases included in the new balance when the entire new balance is

not paid in full within 25 days after the closing date of the billing cycle. This “grace period” allows you to avoid a **FINANCE CHARGE** on purchases for a billing cycle. If you do not pay your balance in full within the grace period, your **FINANCE CHARGE** will accrue from the first day of the billing cycle in which payment is due, and on new purchases from the date of purchase.

11. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED AND THE AMOUNT OF FINANCE CHARGE. The credit union figures the **FINANCE CHARGE** on your Account by applying the Periodic Rate to the “Average Daily Balance” of purchases and cash advances for your Account. To determine your “Average Daily Balance,” we take the beginning balance of your Account each day and add any new purchases or cash advances. Then, we subtract any payments or credits received that day and any unpaid **FINANCE CHARGES**. This gives us your daily balance. We add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle, giving us your “Average Daily Balance.” However, no **FINANCE CHARGE** is imposed on new purchases if payment and credits are sufficient to pay the “New Balance” shown on your periodic statement within 25 days of the closing date of the previous billing cycle.

12. PERIODIC AND CORRESPONDING ANNUAL PERCENTAGE RATE. The **ANNUAL PERCENTAGE RATE (APR)** that is used to compute the **FINANCE CHARGE** is variable, may change quarterly, and is based on the Prime Rate index as published in the Wall Street Journal on the 15th day of the month prior to the first month of each quarter. In the event that the index ceases to be published, changes in your **APR** will be related to a comparable index. We may add a margin of 4.00 percentage points, 6.00 percentage points, 10.00 percentage points, or 14.00 percentage points to the index in order to determine your **APR**. The **APR** is divided by 12 to equal the Periodic Rate. Any increase in the **APR** will affect the amount and number of your monthly payments.

13. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED. We may impose the following fees and charges on your Account, including or in addition to, the fees disclosed in the Interest Rate and Interest Charges and Credit Card Fees table contained herein. Fees and charges may accrue interest at the applicable APR.

- a. **Research and Copying.** If you request a copy of a sales draft or other document, we may charge your Account \$6 per copy and \$15 per hour for research. These charges cover the costs of locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse any photocopying charges.
- b. **Attorney’s Fees and Costs.** If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable.
- c. **Cash Advance Fee.** There is no cash advance fee at this time. We reserve the right to assess a fee in the future.
- d. **Currency Conversion/Foreign Transaction Fee.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

14. CONDITIONS OF CARD USE. The use of your Card and Account are subject to the following conditions:

- a. **Ownership of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The

Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

- b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. **Notices and Payments.** All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received.
- d. **Personal Identification Number.** We will issue you a Personal Identification Number (PIN) for use with your Card at automatic teller machines (ATMs). These numbers are issued to you for security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your Account secure, **please do not write** your PIN on your Card or keep it in the same place as your Card.

15. DEFAULT. You will be in default under this Agreement if any of the following occur: (a) Any MINIMUM MONTHLY PAYMENT is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) If we reasonably deem ourselves insecure on your credit line. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney’s fees and costs incurred by us. And, if necessary, upon default we will revoke card privileges and suspend your credit limit. We can delay enforcing any right under this Agreement without losing that right or any other right.

16. GOVERNING LAW. This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Oregon.

17. LIABILITY FOR UNAUTHORIZED Visa CREDIT CARD TRANSACTIONS. You agree to notify us immediately, orally or in writing at SELCO Community Credit Union, Visa Department, PO Box 7487, Springfield, Oregon, 97475 or telephone: (541) 686-8000 or (800) 445-4483 during regular business hours or (866) 262-9488 after hours of the loss, theft or unauthorized use of your Visa Credit Card. If you notify us of your lost or stolen Visa Credit Card, you will not be liable for any losses. This liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your Visa Credit Card; otherwise your liability for unauthorized Visa Credit Card transactions may be up to \$50.00.

18. CREDIT INFORMATION/FINANCIAL STATEMENTS. You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your credit line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or updated credit information upon request. We may investigate your credit directly or through a credit reporting agency.

19. PROMOTIONAL RATE OFFERS. From time to time at our discretion, we may offer special promotions where purchases, balance transfers, or cash advances may be billed to your account with special promotional terms. The special terms may be different than those described in this agreement but will be shown on your account statement.

20. YOUR LINE OF CREDIT BILLING RIGHTS. Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to do if you find a mistake on your statement: If you think there is an error on your statement, write to us at: SELCO Community Credit Union, Visa Department, PO Box 7487, Springfield, Oregon 97475-0487. In your letter give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What will happen after we receive your letter.

When we receive your letter, we must do two things:

- a. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- b. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your rights if you are dissatisfied with your credit card purchases:

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- a. The purchase must have been made in your home state, or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- b. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- c. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing [or electronically] at:

SELCO Community Credit Union
PO Box 7487
Springfield, Oregon 97475-0487
www.selco.org

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.